



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**73397**

**Amendment 1**

May 25, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**FIRESTONE GARBAGE DISPOSAL DISTRICT  
SUPERVISORIAL DISTRICTS 1 AND 2  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE FIRESTONE GARBAGE DISPOSAL DISTRICT:**

1. Find that the additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed Amendment 1 to Contract No. 73397 with BFI Waste Systems of North America, Inc., located in Gardena, California, for refuse and debris cleanup services from all streets and alleys within the boundaries of Firestone Garbage Disposal District (Firestone District) to enable this contract to continue on a month-to-month basis for up to six months, starting July 1, 2006, while Public Works completes the solicitation process for a new contract.
3. Approve amending Contract No. 73397 by \$291,000 (\$48,500 per month) for the six-month period. Funds are available in Fiscal Year 2006-07 Road Fund budget.
4. Authorize the Director of Public Works to execute this amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 5, 2001, Synopsis 59, your Board, awarded Contract No. 73397 to BFI Waste Systems of North America, Inc., for collecting; transporting; and disposing/managing of commingled refuse, recyclable materials, and green waste generated by all residences, multifamily residences, businesses, and commercial/industrial establishments (Task One); and for the weekly clean up of all streets and alleys rights of way (Task Two) within the Firestone District.

The purpose of this action is only to continue Task Two, the weekly clean up of all streets and alleys rights of way in Firestone are from July 1, 2006, for up to an additional six months. The continuation of these services is necessary to ensure that all street and alley rights of way within the Firestone area are in a reasonable state of cleanliness to prevent blight. Public Works is currently preparing solicitation documents for a new contract for these services.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Service Excellence because refuse and debris cleanup protect the environment and the health and safety of the Firestone District's residents.

### **FISCAL IMPACT/FINANCING**

The requested total-maximum amount of \$291,000 (\$48,500 monthly) for the six-month period is based on the monthly contract amount for these services at a current rate. The monthly rate of these services was increased due to the increase in fuel rates and dump fees compared to the first year of the contract in 2001. Financing for this amendment is included in Fiscal Year 2006-07 Road Fund budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing this amendment, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

This amendment will continue the current contract's current specifications and conditions for Task Two.

The Honorable Board of Supervisors  
May 25, 2006  
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### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the CEQA as specified in Class 1, Section (x) (22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of this amendment will not result in the displacement of any County employees as these refuse and debris cleanup services are currently being contracted with the private sector.

### **CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

AMENDMENT 1 TO CONTRACT NO. 73397  
FIRESTONE GARBAGE DISPOSAL DISTRICT

THIS AMENDMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the FIRESTONE GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT) and BFI Waste Systems of North America, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73397 was entered into between the DISTRICT and the CONTRACTOR on July 1, 2001, for the collecting; transporting; and disposing/managing of commingled refuse, recyclable materials, and green waste generated by all residences, multifamily residences, businesses, and commercial/industrial establishments (Task One); and for the weekly clean up of all alley rights of way and specific street locations (Task Two) as directed within the DISTRICT; and

WHEREAS, the DISTRICT wishes to continue just Task Two services for refuse and debris cleanup services from all streets and alleys within the boundaries of the District, on a month-to-month basis up to an additional six months; and

WHEREAS, the County of Los Angeles has adopted or revised policies on CONTRACTOR mergers/acquisitions, CONTRACTOR assignments, CONTRACTOR debarment, limitation on payments, who may order work, CONTRACTOR responsibility in monitoring contract expenditures, Safely Surrendered Baby Law, and Jury Service Program; and

WHEREAS, the CONTRACTOR is willing to perform these refuse and debris cleanup services, on a month-to-month basis up to an additional six months under all the terms as set forth in Contract No. 73397, and this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 73397 between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall continue to perform refuse and debris cleanup services on all streets and alleys within the boundaries of the DISTRICT as shown on Exhibit A. The monthly cost for performing these services will be \$48,500 per month, as set forth in the Schedule of Prices attached hereto as Form PW-2, for a total-maximum amount for the six-month period of \$291,000, or such greater amount as the Board may approve.

SECOND: This AMENDMENT will become effective on July 1, 2006, and continue on a month-to-month basis for a period not to exceed six months.

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THIRD: Part III, paragraph C, Assignment has been revised to read as follows: the CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims that the CONTRACTOR may have against the County.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: The following has been added to Part III as paragraph O, Contractor Debarment:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the County may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the County.

The County may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the County, any other public entity, a nonprofit corporation created by the County, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: The following has been added to Part III as paragraph P, Limitation on Payments:

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SIXTH: The following has been added to Part III as paragraph Q, Only the Contract Manager May Order Work:

The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of the Maximum Contract Sum.

SEVENTH: The following has been added to Part I, Section 2.M, Public Works Contract Manager:

Public Works Contract Manager for the DISTRICT will be Mr. Michael Hays at (562) 869-1176, e-mail address: [mhays@ladpw.org](mailto:mhays@ladpw.org), Monday through Friday, 8 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the CONTRACTOR. From time to time, Public Works may change Contract Manager. The CONTRACTOR will be notified in writing when there is a change in a Contract Manager.

EIGHTH: The following has been added to Part III as paragraph R, Contractor's Responsibility to Monitor Expenditures:

CONTRACTOR shall not perform or accept work requests from the Contract Managers or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and services ordered reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

NINTH: The following has been added to Part III as paragraph R Notice to Employees Regarding Safely Surrendered Baby Law:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is enclosed as Exhibit A and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County Contractor to voluntarily post the

County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

TENTH: The following has been added to Part III as paragraph S, No Payment for Services Following Expiration or Termination of Contract:

The CONTRACTOR shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration, or other termination of this Contract.

ELEVENTH: The following has been added to Part III as paragraph S, CONTRACTOR Employee Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

1. Unless the CONTRACTOR has demonstrated to the County's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the CONTRACTOR or the CONTRACTOR deducts from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the



3. If the CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the County if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the CONTRACTOR demonstrate to the County's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

TWELFTH: All other terms, requirements, specifications, and conditions relating to Task Two of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

FIRESTONE GARBAGE DISPOSAL DISTRICT

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

BFI WASTE SYSTEMS OF NORTH  
AMERICA, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name